

Drafting

Law

Writing a contract that does not need a court to interpret it.

Practical drafting.

Do

Define terms once and use them consistently

State obligations as who does what by when

Specify the remedy for each key failure

Address termination and its consequences

Set governing law and forum

Avoid

Reasonable endeavours without defining it

Two clauses that can conflict

Undefined terms used loosely

Boilerplate copied without reading

Leaving price mechanisms uncertain

Educational reference. Contra proferentem: ambiguity is generally construed against the party who drafted the clause.